

United States District Court
Northern District of Illinois - CM/ECF NextGen 1.7.1.1 (Chicago)
CIVIL DOCKET FOR CASE #: 1:23-cv-04120

Matricciani v. American Homeowner Preservation, Inc. et al
Assigned to: Honorable Matthew F. Kennelly
Cause: 28:1332 Diversity-Breach of Contract

Date Filed: 06/27/2023
Jury Demand: Plaintiff
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Plaintiff

Janet L. Matricciani

represented by **Alexandra Lian Raynor**
O'malley & Madden, P.c.
542 South Dearborn Street
Suite 660
Chicago, IL 60605
(312) 697-1382
Fax: Not a member
Email: alex.raynor@ompc-law.com
ATTORNEY TO BE NOTICED

John Paul Madden
O'Malley & Madden, P.C.
542 South Dearborn Street
Suite 660
Chicago, IL 60605
(312) 697-1382
Fax: Active
Email: jmadden@ompc-law.com
ATTORNEY TO BE NOTICED

V.

Defendant

American Homeowner Preservation, Inc.

Defendant

**Justworks Employment Law Group,
LLC**

Defendant

Jorge Newbery

Date Filed	#	Docket Text
06/27/2023	1	COMPLAINT filed by Janet L. Matricciani; Jury Demand. Filing fee \$ 402, receipt number AILNDC-20776320.(Madden, John) (Entered: 06/27/2023)

06/27/2023	2	CIVIL Cover Sheet (Madden, John) (Entered: 06/27/2023)
06/27/2023	3	ATTORNEY Appearance for Plaintiff Janet L. Matricciani by John Paul Madden (Madden, John) (Entered: 06/27/2023)
06/27/2023	4	ATTORNEY Appearance for Plaintiff Janet L. Matricciani by Alexandra Lian Raynor (Raynor, Alexandra) (Entered: 06/27/2023)
06/27/2023		CASE ASSIGNED to the Honorable Matthew F. Kennelly. Designated as Magistrate Judge the Honorable Maria Valdez. Case assignment: Random assignment. (lm,) (Entered: 06/27/2023)
06/27/2023		CLERK'S NOTICE: Pursuant to Local Rule 73.1(b), a United States Magistrate Judge of this court is available to conduct all proceedings in this civil action. If all parties consent to have the currently assigned United States Magistrate Judge conduct all proceedings in this case, including trial, the entry of final judgment, and all post-trial proceedings, all parties must sign their names on the attached Consent To form. This consent form is eligible for filing only if executed by all parties. The parties can also express their consent to jurisdiction by a magistrate judge in any joint filing, including the Joint Initial Status Report or proposed Case Management Order. (lm,) (Entered: 06/27/2023)

PACER Service Center			
Transaction Receipt			
06/27/2023 23:34:07			
PACER Login:	openjustice	Client Code:	Esotouric
Description:	Docket Report	Search Criteria:	1:23-cv-04120
Billable Pages:	2	Cost:	0.20

In the
UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

JANET L. MATRICCIANI, <i>Plaintiff,</i> v. AMERICAN HOMEOWNER PRESERVATION, INC., a Delaware corporation, Justworks Employment Law Group, LLC, a Delaware limited liability company, AND JORGE NEWBERRY, an individual, <i>Defendants.</i>)))))))))))))))))))) No.)))))))) Jury Trial Demanded)
--	--	---

COMPLAINT

Comes Now Plaintiff, Janet L. Matricciani, by and through her attorneys, and complaining against Defendants American Homeowner Preservation, Inc., Justworks Employment Law Group, LLC, and Jorge Newbery, individually, states the following.

Nature of the Action

1. This is a diversity action asserting claims against Plaintiff's former employer and related Defendants for breach of contract and under the Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., to redress Defendants' failures to honor and pay Plaintiff according to the terms of a written Employment Agreement and failure to pay her final compensation upon separation.

Parties, Jurisdiction & Venue

2. Plaintiff, Janet L. Matricciani, ("Matricciani"), is a citizen domiciled in the State of South Carolina.

3. Defendant, American Homeowner Preservation, Inc., (“AHP, Inc.” or “Company”) is a Delaware incorporated entity with its headquarters and principal place of business in Chicago, Illinois.

4. Defendant, Justworks Employment Group, LLC., (“Justworks”), is a Delaware incorporated limited liability company, registered to conduct business in the State of Illinois. The limited liability company Manager for Justworks Employment Group, LLC is Justworks, Inc.

5. Defendant, Jorge Newbery, (“Newbery”), on information and belief, is a citizen domiciled in the State of Illinois, County of Cook, and at all times relevant was the founder and Chief Executive Officer of AHP, Inc.

6. Jurisdiction is proper under 28 U.S.C. §1332, the parties having complete diversity and the amount in controversy exceeding \$75,000.

7. Venue is proper in the Northern District of Illinois, Eastern Division, pursuant to 28 U.S.C. §1391 because one or more of Defendants are residents of this judicial district, and it is within this judicial district that a substantial part of the actions giving rise to the claims occurred.

Factual Allegations

8. On April 20, 2022, Matricciani and Defendant AHP, Inc. entered into an Executive Employment Agreement (the “Agreement” or “Employment Agreement”).

9. AHP, Inc. held a majority equity interest in several affiliated businesses with a common objective and wanted to employ Matricciani as the Chief Operating Officer of AHP, Inc. and to serve as a director on the board of AHP, Inc. and also for its affiliates.

10. AHP, Inc. identified these affiliates as: AHP Servicing LLC, AHP Title Holdings LLC, AHP 75 LLC, Activist Legal LLP, Advocate Attorneys LLP, America's Trustee Services LLC, Debt Cleanse Group Legal Services LLC, Own Easy LLC, and preREO LLC.

11. The Employment Agreement was signed by Defendant Newbery, as CEO of Defendant AHP, Inc.

12. At all relevant times, Defendant AHP, Inc. had contracted with Defendant Justworks for it to assume the responsibilities for AHP, Inc. and its affiliates to monitor employees' work status, compensation and benefits elections and requirements, payment of wages consistent with the terms of employment agreements with the employees, and for ensuring that wages were paid in compliance with federal, state, and local laws.

13. The Employment Agreement between AHP, Inc. and Matricciani was for an initial term of three years at an annual base salary of \$300,000.00, with additional provisions for earning Annual Bonus payments for each year of the contract.

14. The Employment Agreement also granted Matricciani four per cent (4%) of the outstanding shares of the common stock of AHP, Inc. simultaneously with the execution of the Agreement.

15. The compensation terms of the Employment Agreement, Section 4, were changed by the parties through a formal written modification styled, Amendment to Executive Employment Agreement Modifying Terms of Employment Compensation (hereinafter "Modification"), on August 9, 2022.

16. The Modification increased Matricciani's annual base salary to \$400,000.00 and also changed the structure and due dates for payment of her Annual Bonus payments.

17. The Modification set Plaintiff's 2022 First Year Bonus target at \$200,000.00, which was to be prorated for her employment period of April 20 through December 31, 2022. The modification also required payment of the 2022 First Year Bonus no later than February 28, 2023.

18. In addition to the Employment Agreement, Matricciani and Defendant AHP, Inc. also executed an American Homeowner Preservation, Inc. Option Agreement, (hereinafter "Option Agreement") for an option to purchase 4% of the Class B Non-Voting Common Stock of the company.

19. Except for its specified changes, the Modification expressly left all other sections of the Employment Agreement unchanged and in full force and effect; the Modification was signed by Defendant Newbery.

20. Section 5 of the Employment Agreement, titled "Termination of Employment", provided the sole mechanism through which the parties could terminate Matricciani's employment prior to the expiration of the initial three-year term.

21. Section 5 of the Employment Agreement required a minimum of 90 days' advance written notice prior to termination and also detailed required payments to Matricciani where the termination was by the Company without cause.

22. On March 1, 2023, Defendant Newbery unilaterally announced that he was terminating the Employment Agreement.

23. Defendants' termination of the Employment Agreement was made without giving 90 days' prior advance written notice and was without cause, as defined by the Employment Agreement.

24. Under the terms of Section 5 of the Agreement, because the termination was without cause, in addition to any Accrued but unpaid Base Salary and 50% of her Annual Target Bonus, the Company owed Plaintiff the additional amounts of her Base Salary for (9) months, a pro-rated bonus for the bonus year of the termination, and 12 months' of COBRA health insurance benefits; additionally all options of the Options Agreement vested.

25. Ms. Matricciani repeatedly requested Defendants to confirm and honor the notice and additional payment provisions of the Employment Agreement due her, and further demanded that the monies owed to her be paid, all of which Defendants have failed and refused to do.

26. Defendants have paid Plaintiff's Base Salary only through March 8, 2023, and have made no other payments to her.

27. Through the emails beginning March 3, 2023, and thereafter, Defendants AHP, Inc. and Newbery have unequivocally and definitively repudiated any further obligations owed to Plaintiff under the Agreement and its Modification.

COUNT I – BREACH OF CONTRACT
(American Homeowner Preservation, Inc.)

28. Plaintiff re-alleges Paragraphs 1 through 27 and incorporates them as though fully set forth herein.

Unpaid 2022 First Year Bonus

29. The August 9, 2022, Modification to the Agreement set specific terms for the payment of a 2022 First Year Bonus in Section 4.2.1. The target for the bonus was set at \$200,000.00, which was to be prorated from April 20 through December 31, 2022.

30. The Modification further provided that if Ms. Matricciani fully achieved all that was asked of her, "she shall be entitled to the full Additional First Year Bonus."

31. Throughout 2022, Ms. Matricciani performed all the duties of her position to the full satisfaction of the Company.

32. She repeatedly asked Defendant Newbery for check-ins on her performance, to which he always replied that she was performing all the duties asked of her and fully meeting expectations. Defendant Newbery would even send Matricciani monthly e-mail confirmations, rating her performance as 5/5.

33. Ms. Matricciani is entitled to the full pro-rated Additional First Year Bonus as provided in Section 4.2.1, \$140,000.00, and which should have been paid to her, per Section 4.2.3, no later than February 28, 2023.

Unpaid 90 Days' Notice Wages

34. Section 5.5 of the Agreement provides, *inter alia*, that if the executive's employment is terminated by the Company "without Cause" then "Executive shall be entitled to receive the Accrued Amounts and all options shall vest as provided in the Options Agreement." The phrase "Accrued Amounts" is defined in the Agreement as: any accrued but unpaid Base Salary; 50% of the annual target bonus; and reimbursement for business expenses incurred.

35. Section 5.1 of the Agreement provides that no matter the reason "either party shall be required to give the other party at least ninety (90) days' advance written notice of any such termination."

36. The first written notice from Defendants AHP, Inc. and Newbery to Ms. Matricciani was by email on March 3, 2023. Although she insisted on being provided the required 90 days' notice, Defendants refused, and her last working day was March 8, 2023.

37. Section 5.8.4 of the Agreement, defining “Termination Date”, states that when the executive’s employment is terminated “without Cause” and the Notice of Termination “is less than ninety (90) days following the date on which the Notice of Termination is delivered, then the periods for the payment of Base Salary and any benefits in section 5.5 shall be extended as if the date specified in the Notice of Termination had been the date ninety (90) days following the date on which the Notice of Termination was delivered.”

38. Accordingly, by the terms of Section 5.8.4, since Defendants AHP, Inc. and Newbery delivered written notice of termination on March 3, the Termination Date under the Agreement is June 1, 2023.

39. By the Modification made August 9, 2022, the Compensation terms of the Agreement were changed and Ms. Matricciani’s base salary was adjusted to \$400,000.00 annually. The Termination Date being June 1, 2023, but AHP, Inc. having paid Ms. Matricciani her Base Salary only through March 8, 2023, the Company owes Ms. Matricciani 85 days of accrued and unpaid Base Salary, \$91,150.65.

Unpaid Termination Without Cause Provisions

40. In addition to payment of the Accrued Base Salary, Section 5.5 of the Agreement also provides that for a termination by the Company without Cause, Ms. Matricciani is entitled to the additional benefits provided in sections 5.5.1, 5.5.2, and 5.5.3.

41. Section 5.5.1 states that “Executive shall continue to receive her Base Salary for nine (9) months following the Termination Date...” Nine months’ of Ms. Matricciani’s Base Salary as adjusted by the Modification is \$300,000.00.

42. Defendant AHP, Inc. has not paid the amounts due to Plaintiff under Section 5.5.1.

43. Section 5.5.2 of the Agreement provides that, if Ms. Matricciani elects COBRA continuation coverage of her health benefits, the Company will pay the monthly premiums incurred by the continuation coverage for 12 months or until such time as she is no longer eligible for such coverage or finds coverage elsewhere.

44. Defendant has not paid the monthly premiums due under Section 5.5.2, \$800.00 per month, for COBRA Plaintiff's continuation coverage.

45. Also, under Section 4.5 of the Agreement, the Company was to have paid Ms. Matricciani's first 60-days of outside health insurance premiums, to compensate her until she was eligible for coverage under the Company's health insurance benefit plans, which benefit the Company has not paid and which amount, \$1,200.00, remains due and owing.

46. In addition, Section 5.5.3 provides that Ms. Matricciani is "entitled to receive a pro-rated bonus for the portion of the bonus year for which Executive was employed..." Section 4.2.2 of the Modification set the target bonus for the 2023 calendar year at \$200,000.00.

47. At no time did Defendant ever express any dissatisfaction with Ms. Matricciani's performance or contend that she had failed to achieve any of the duties or responsibilities assigned to her.

48. For purposes of the 2023 Bonus, Ms. Matricciani worked from January 1, 2023, through March 8, 2023, and is entitled to the prorated amount for that bonus payment, \$36,800.00.

Unpaid Equity Stake

49. Additionally, Section 4.3 of the Agreement, which was unaltered by the August 2022 Modification to Sections 4.1 and 4.2, provided explicitly that Ms. Matricciani was to receive 4% equity stake in the Company: “Simultaneously with the execution of this Agreement, Executive is hereby granted Four Percent of the outstanding Shares of the Common Stock of AHP.”

50. To date, the Company has not tendered to Ms. Matricciani the certificates representing, or otherwise transferred to her, the 4% of outstanding Shares of Common Stock in AHP.

WHEREFORE, Plaintiff, Janet L. Matricciani, respectfully requests that this Court find in her favor, enter judgment against Defendant, American Homeowner Preservation, Inc., and that it award Plaintiff the value of all damages proven, and for any and all additional or alternative relief to which Plaintiff may be entitled as the Court deems just in the premises.

COUNT II – ILLINOIS WAGE PAYMENT COLLECTION ACT
(American Home Preservation, Inc.)

51. Plaintiff re-alleges Paragraphs 1 through 39 and incorporates them as though fully set forth herein.

52. At all times when Ms. Matricciani was employed by Defendant AHP, Inc. there was in full force and effect in the State of Illinois a statute called the Wage Payment and Collection Act [820 ILCS 115/1, et seq.].

53. At all times when Defendant employed Plaintiff, §2 of the Wage Payment and Collection Act stated, in relevant part:

“wages” shall be defined as any compensation owed an employee by an employer

pursuant to an employment contract or agreement between the 2 parties, whether the amount is determined on a time, task, piece, or any other basis of calculation. Payments to separated employees shall be termed “final compensation” and shall be defined as wages, salaries, earned commissions, earned bonuses, and the monetary equivalent of earned vacation and earned holidays, and any other compensation owed the employee by the employer pursuant to an employment contract or agreement between the 2 parties. [820 ILCS 115/2.]

54. At all times when Plaintiff was employed by Defendant AHP, she was an “employee” within the definition of §2 of the Wage Payment and Collection Act [820 ILCS 115/2].

55. At all times when Defendant AHP, Inc. employed Plaintiff, it was an “employer” within the definition of §2 of the Wage Payment and Collection Act [820 ILCS 115/2].

56. The Employment Agreement and the Modification of it is an “employment contract or agreement” for purposes of §2 of the Wage Payment and Collection Act.

57. The amounts of the payments Plaintiff was entitled to receive upon her separation from Defendant AHP, Inc. and which were known or calculable at the time were “final compensation” for purposes of the Wage Payment and Collection Act.

58. At all times when Defendant AHP, Inc. employed Plaintiff, §5 of the Wage Payment and Collection Act stated, in relevant part:

“Every employer shall pay the final compensation of separated employees in full, at the time of separation, if possible, but in no case later than the next regularly scheduled payday for such employee. [820 ILCS 115/5.]

59. Defendant AHP, Inc. did not pay, and still has not paid, any of the knowable and calculable payments to which Plaintiff was entitled as final compensation.

60. Defendant AHP, Inc.’s failure to pay Ms. Matricciani her final compensation violated the Wage Payment and Collection Act.

WHEREFORE, Plaintiff, Janet L. Matricciani, respectfully requests that this Court find

in her favor, enter judgment against Defendant, American Homeowner Preservation, Inc., and award her:

- a) The amount shown to be due for Defendant's failure to pay final compensation; plus
- b) 5% of the amount of any such underpayment for each month following the date of payment during which such underpayment remains unpaid, as provided by §14(a) of the Illinois Wage Payment and Collection Act [820 ILCS 115/14(a)]; plus
- c) Pre-judgment interest, as may be applicable, under the Illinois Interest Act on the amount shown to be due her; plus
- d) The costs of this action, including her reasonable attorneys' fees pursuant to §14(a) of the Wage Payment and Collection Act [820 ILCS 115/14(a)]; plus
- e) Any and all additional or alternative relief to which Plaintiff may be entitled as the Court deems just in the premises.

Count III – ILLINOIS WAGE PAYMENT COLLECTION ACT
(Jorge Newberry)

61. Plaintiff re-alleges Paragraphs 1 through 39 and incorporates them as though fully set forth herein.

62. At all times when Ms. Matricciani was employed by Defendant AHP, Inc. there was in full force and effect in the State of Illinois a statute called the Wage Payment and Collection Act [820 ILCS 115/1, et seq.].

63. At all times when Defendant employed Plaintiff, §2 of the Wage Payment and Collection Act stated, in relevant part:

“wages” shall be defined as any compensation owed an employee by an employer pursuant to an employment contract or agreement between the 2 parties, whether the amount is determined on a time, task, piece, or any other basis of calculation. Payments to separated employees shall be termed “final compensation” and shall be defined as wages, salaries, earned commissions, earned bonuses, and the monetary equivalent of earned vacation and earned holidays, and any other compensation owed the employee by the employer pursuant to an employment contract or agreement between the 2 parties. [820 ILCS 115/2.]

64. At all times when Plaintiff was employed by Defendant AHP, she was an “employee” within the definition of §2 of the Wage Payment and Collection Act [820 ILCS 115/2].

65. At all times when Defendant AHP, Inc. employed Plaintiff, it was an “employer” within the definition of §2 of the Wage Payment and Collection Act [820 ILCS 115/2].

66. The Employment Agreement and the Modification of it is an “employment contract or agreement” for purposes of §2 the Wage Payment and Collection Act.

67. The amounts of the payments Plaintiff was entitled to receive upon her separation from Defendant AHP, Inc. and which were known or calculable at the time were “final compensation” for purposes of the Wage Payment and Collection Act.

68. At all times when Defendant AHP, Inc. employed Plaintiff, §5 of the Wage Payment and Collection Act stated, in relevant part:

“Every employer shall pay the final compensation of separated employees in full, at the time of separation, if possible, but in no case later than the next regularly scheduled payday for such employee. [820 ILCS 115/5.]

69. Defendant AHP, Inc. did not pay, and still has not paid, any of the knowable and calculable payments to which Plaintiff was entitled as final compensation.

70. Defendant Newbery was a corporate officer for, and acting directly in the interests of, AHP, Inc., making decisions with respect to the employment agreements reached with

Plaintiff, exercising operational control over the day-to-day functions of the company, and had supervisory authority over Plaintiff and other employees.

71. Defendant Newbery also held significant ownership interest in AHP, Inc. and the affiliates carrying out the operations of the business enterprise.

72. Defendant Newbery maintained decision-making authority on employment decisions for AHP, Inc. and/or the payment of its employees, including Plaintiff.

73. Accordingly, Defendant Newbery is an employer under §2 of the Wage Payment and Collection Act and individually liable for the failure to pay the final compensation owed to Plaintiff.

74. Additionally or alternatively, as a separate and independent basis of liability, Defendant Newbery was an agent of Defendant AHP, Inc. responsible for the failure to pay Plaintiff her final compensation and he did knowingly and intentionally permit AHP, Inc. to fail to make payment of final compensation in violation of the Wage Payment and Collection Act and therefore is also deemed to be an employer and individually liable for the failure to pay Plaintiff the final compensation due.

WHEREFORE, Plaintiff, Janet L. Matricciani, respectfully requests that this Court find in her favor, enter judgment against Defendant Jorge Newbery, individually, and award her:

- a) The amount shown to be due for Defendant's failure to pay final compensation;
plus
- b) 5% of the amount of any such underpayment for each month following the date of payment during which such underpayment remains unpaid, as provided by §14(a) of the Illinois of the Wage Payment and Collection Act [820 ILCS 115/14(a)];
plus

- c) Pre-judgment interest, as may be applicable, under the Illinois Interest Act on the amount shown to be due her; plus
- d) The costs of this action, including her reasonable attorneys' fees pursuant to §14(a) of the Wage Payment and Collection Act [820 ILCS 115/14(a)]; plus
- e) Any and all additional or alternative relief to which Plaintiff may be entitled as the Court deems just in the premises.

Count IV – ILLINOIS WAGE PAYMENT COLLECTION ACT
(Justworks Employment Group, LLC)

75. Plaintiff re-alleges Paragraphs 1 through 39 and incorporates them as though fully set forth herein.

76. At all times when Ms. Matricciani was employed by Defendant AHP, Inc. there was in full force and effect in the State of Illinois a statute called the Wage Payment and Collection Act [820 ILCS 115/1, et seq.].

77. At all times when Defendant AHP, Inc. employed Plaintiff, §2 of the Wage Payment and Collection Act stated, in relevant part:

“wages” shall be defined as any compensation owed an employee by an employer pursuant to an employment contract or agreement between the 2 parties, whether the amount is determined on a time, task, piece, or any other basis of calculation. Payments to separated employees shall be termed “final compensation” and shall be defined as wages, salaries, earned commissions, earned bonuses, and the monetary equivalent of earned vacation and earned holidays, and any other compensation owed the employee by the employer pursuant to an employment contract or agreement between the 2 parties. [820 ILCS 115/2.]

78. At all times when Plaintiff was employed by Defendant AHP, Inc., she was an “employee” within the definition of §2 of the Wage Payment and Collection Act [820 ILCS 115/2].

79. At all times when Defendant AHP, Inc. employed Plaintiff, it was an “employer” within the definition of §2 of the Wage Payment and Collection Act [820 ILCS 115/2].

80. The Employment Agreement and the Modification of it is an “employment contract or agreement” for purposes of §2 of the Wage Payment and Collection Act.

81. The amounts of the payments Plaintiff was entitled to receive upon her separation from Defendant AHP, Inc. and which were known or calculable at the time were “final compensation” for purposes of the Wage Payment and Collection Act.

82. At all times when Defendant employed Plaintiff, §5 of the Wage Payment and Collection Act stated, in relevant part:

“Every employer shall pay the final compensation of separated employees in full, at the time of separation, if possible, but in no case later than the next regularly scheduled payday for such employee. [820 ILCS 115/5.]

83. Defendant AHP, Inc. did not pay, and still has not paid, any of the knowable and calculable payments to which Plaintiff was entitled as final compensation.

84. Defendant Justworks entered into a contract with AHP, Inc. to assume certain responsibilities over the employees of AHP, Inc. including but not limited to monitoring employees’ work status, compensation packages, benefits elections and the payment of wages and final compensation to employees consistent with the compensation packages agreed to between AHP, Inc. and the employees, and to pay employees consistent with the requirements of local, state, and federal laws and regulations.

85. Defendant Justworks had knowledge of the terms of the Employment Contract and Modification between AHP, Inc. and Plaintiff, and had been making salary payments to Plaintiff in accordance with the terms of those agreements.

86. Defendant Justworks had knowledge of AHP, Inc. and Newbery's decision to terminate Plaintiff's employment, made certain payments to her up to the date of March 8, 2023, and provided various post-termination notices to her regarding the termination of her benefits and options for benefits continuation elections.

87. Defendant Justworks was aware that AHP, Inc. was not paying and had not paid Plaintiff final compensation as required under the Illinois Wage Payment Collection Act.

88. Defendant Justworks as an agent of Defendant AHP, Inc. is responsible for the failure to pay Plaintiff her final compensation and did knowingly and intentionally permit AHP, Inc. to fail to make payment of final compensation in violation of the Wage Payment and Collection Act and therefore is also deemed to be an employer and individually liable for the failure to pay Plaintiff the final compensation due.

WHEREFORE, Plaintiff, Janet L. Matricciani, respectfully requests that this Court find in her favor, enter judgment against Defendant Justworks Employment Group, LLC, as award her:

- a) The amount shown to be due for Defendant's failure to pay final compensation; plus
- b) 5% of the amount of any such underpayment for each month following the date of payment during which such underpayment remains unpaid, as provided by §14(a) of the Illinois of the Wage Payment and Collection Act [820 ILCS 115/14(a)]; plus
- c) Pre-judgment interest, as may be applicable, under the Illinois Interest Act on the amount shown to be due her; plus

- d) The costs of this action, including her reasonable attorneys' fees pursuant to §14(a) of the Wage Payment and Collection Act [820 ILCS 115/14(a)]; plus
- e) Any and all additional or alternative relief to which Plaintiff may be entitled as the Court deems just in the premises.

Count V – ATTORNEYS’ FEES IN WAGE ACTIONS

(American Homeowner Preservation, Inc.)
(Justworks Employment Group, LLC)

89. Plaintiff re-alleges Paragraphs 1 through 38 and incorporates them as though fully set forth herein.

90. At all times when Plaintiff was employed by Defendant AHP, Inc. and continuing to the present, there was in full force and effect in the State of Illinois a statute called the Attorneys Fees in Wage Actions Act [705 ILCS 225/0.01 *et seq.*], §1 of which stated, in relevant part:

Whenever a[n] ... employee brings an action for wages earned and due and owing according to the terms of the employment, and establishes by the decision of the court or jury that the amount for which he or she has brought the action is justly due and owing, and that a demand was made in writing at least 3 days before the action was brought, for a sum not exceeding the amount so found due and owing, then the court shall allow to the plaintiff a reasonable attorney fee of not less than \$10, in addition to the amount found due and owing for wages, to be taxed as costs of the action. [705 ILCS 225/1.]

91. More than three days before bringing this action, including by not limited to by separate letters to Defendant AHP, Inc. and Defendant Justworks dated May 11, 2023, Plaintiff demanded payment of wages earned and still due and owing.

92. Plaintiff has performed all conditions precedent to receive attorneys' fees under the Illinois Attorneys' Fees in Wage Actions Act.

WHEREFORE, Plaintiff, Janet L. Matricciani, respectfully requests that this Court find in her favor, and enter judgment against Defendant American Homeowner Preservation, Inc. and Defendant Justworks Employment Group, LLC, for the reasonable attorneys' fees incurred in pursuing her wage claims, in addition to the amount found to be due and owing, and for any additional or alternative relief to which Plaintiff may be entitled as the Court deems just in the premises.

Respectfully submitted,
JANET L. MATRICCIANI

/s/ John P. Madden

By: _____
By: Attorney for Plaintiff

John P. Madden
O'Malley & Madden, P.C.
542 S. Dearborn Street, Suite 660
Chicago, Illinois 60605
(312) 697-1382
Attorney No. 6243400
jmadden@ompc-law.com